



STATE OF UTAH CONTRACT

CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation	810	Proc/Various Regions	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR	Redmond Minerals Inc		LEGAL STATUS OF CONTRACTOR
Name			Sole Proprietor
743 West 1200 North #200			Non-Profit Corporation
Address			X For-Profit Corporation
Springville	UT	84663	Partnership
City	State	Zip Code	Government Agency
Terry Crowther	(801)	362-5224	
Contact Person		Phone Number	
870277621	75791D-B		19246000000
Federal ID#	Vendor Number		Commodity Code(s)

1. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with liquid mag chloride/liquid mag chloride inhibited and liquid sodium chloride. (Primary contract for items 51 - 75 and Secondary contract for items 1 - 50)

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF4096,
Requisition # 810 4600000074 ,FY 2004 .

4. CONTRACT PERIOD: Effective date 01/07/04 . Termination date 01/07/07 , unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) None .

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$999,999,999.99 for costs authorized by this contract

5. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Itemized Price List.

ATTACHMENT D: Special Terms and Conditions.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF4096 dated 12/23/03 .

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR
SEE ATTACHED

Contractor's Signature
TERRY CROWTHER

Contractor's Name
MARKETING/SALES REP

Title

STATE OF UTAH

David K. Miles, Operations Engineer

JAN 16 2004
Director, Division of Purchasing

Director, Division of Finance

Debra Boulton	(801) 965-4070	(801) 965-4073	dboulton@utah.gov
Agency Contact Person	Phone Number	Fax Number	Email Address

ENT'D MAR 08 2005

MAIL TO:

Invitation to Bid

Solicitation Number: RF4096

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>



Due Date: 12/23/03 @ 2:00 P.M.

Date Sent: December 9, 2003

Goods and services to be

PROVIDE LIQUID MAG CHLORIDE/CORROSION INHIBITED/LIQUID SODIUM CHLORIDE

Please complete

Company Name <i>REDMOND MINERALS, INC.</i>		Federal Tax Identification Number <i>87-0277621</i>	
Ordering Address <i>6005 N. 100 W.</i>	City <i>REDMOND</i>	State <i>UT.</i>	Zip Code <i>84652</i>
Remittance Address (if different from ordering address) <i>743 WEST 1200 NORTH SUITE 200</i>	City <i>SPRINGVILLE</i>	State <i>UT</i>	Zip Code <i>84663</i>
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person <i>TERRY CROWTHER</i>		
Telephone Number (include area code) <i>801-362-5224 - 888-364-7252</i>	Fax Number (include area code) <i>801-491-2838</i>		
Company's Internet Web Address <i>ITSUCCA.COM</i>	Email Address <i>TERRE @ REDMONDMINERALS.COM</i>		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <i>N/A</i>	Days Required for Delivery After Receipt of Order (see attached for any required minimums) <i>1</i>		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature <i>Terry Crowther</i>		Date <i>12/13/03</i>	
Type or Print Name <i>TERRY CROWTHER</i>		Position or Title <i>MARKETING / SALES REP.</i>	

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract.

unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

**STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
MAINTENANCE PLANNING DIVISION
LIQUID CHEMICAL ANTI-ICING MATERIALS
SPECIFICATIONS**

GENERAL DESCRIPTION:

The products bid under this specification shall be anti-icing and de-icing chemical solutions for use in Utah Department of Transportation (UDOT) winter maintenance program. Specifically, liquid magnesium chloride and liquid sodium chloride are required.

The following criteria are major factors in awarding and establishing contracts for the requested material:

- A. Delivery price
- B. Unit pricing
- C. Availability
- D. Location and conditions where the product will be used.

MATERIALS:

Materials provided shall comply with all specifications requirements. Product will contain not less than the specified percentage, by weight, of the active ingredient and other chemicals reported by the supplier in quantities not less than those reported by the vendor. The finished product, including any supplemental chemicals, must be completely prepared at the original manufacturing plant location. Addition of other ingredients, such as corrosion inhibitors or other chemicals, including splash, after the product has left the original manufacturing plant, is unacceptable.

Products on the current Pacific Northwest States (PNS) liquid de-icer list are considered pre-approved as meeting the specification. Other products determined by UDOT Maintenance Planning Division may be acceptable. The products bid or accepted shall be subject to testing in accordance with standard testing procedures outlined in the specifications.

PHYSICAL PROPERTIES:

The solution shall not contain settleable solids greater than 1.00% by volume. Ninety-nine percent (99.0%) of the settleable solids shall pass through a number 10 sieve after being stored at $-17.8^{\circ}\text{C} \pm 1^{\circ}$ for 168 hours.

The material supplied shall have no constituents which shall cause residual waste to meet the definition of hazardous waste as found in 40 CFR 261.

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PHYSICAL PROPERTIES CONT:

Material delivered not meeting specifications is subject to penalty assessment or rejection. Supplier will replace any rejected material or any contaminated material at no charge to UDOT. Rejected material shall be removed and replaced with material, which does meet the specifications.

CHEMICAL PROPERTIES:

Liquid chemical anti-icing and de-icing materials shall not contain constituents in excess of the following limits, as stated on parts per million (ppm):

Material	PPM Allowed
Phosphates	25.00
Cyanide	00.20
Arsenic	5.00
Copper	0.20
Chromium	0.20
Cadmium	0.50
Mercury	0.20
Lead	0.05
Barium	10.00
Selenium	5.00
Zinc	10.00

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PREQUALIFICATION:

Each bidder shall submit to UDOT Central Materials Laboratory the following:

1. Two 2-liter samples of each product bid. Each sample shall be clearly labeled with the bidder's name, material, and solicitation number. Sample delivery address is:

State of Utah Department of Transportation
Central Materials Laboratory (Attn: Chemical Lab)
4501 South 2700 West Box 145950
Salt Lake City, Utah 84114-5950
2. A certificate of compliance for each product submitted, certifying the product meets the requirements of the specification.
3. A report from an independent laboratory showing compliance with the chemical and physical properties herein stated.
4. A current, legible Material Safety Data Sheet (MSDS) for each product bid.
5. Clear documentation of the percentage of concentration of the specified anti-icing agent and the concentration of any additives.
6. Documentation concerning the required storage conditions, including ambient temperature, moisture content, etc.

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DELIVERY:

The bill of lading and/or invoice for each shipment shall contain the following information:

1. Utah State contract number
2. Name of product delivered
3. Supplier's name
4. Manufacturer of the product
5. Destination of delivery
6. Unit of measure
7. Number of units being delivered
8. Total weight of the delivery as shown on certified scale ticket
9. Total price of the delivery
10. Lot number of the product delivered (Lot number must enable UDOT to track a delivered product back to its manufacture point, date of manufacture, and specific batch)
11. Transport information - name of transporting company, delivery vehicle or trailer number, point and date of origin
12. A copy of the original bill of lading, if product is shipped by someone other than the original manufacturer
13. Percent concentration, by weight
14. Specific gravity of the product

Supplier is responsible for all necessary equipment to transfer the liquid to UDOT storage tanks. UDOT storage tanks will have a 3-inch MPT fitting connected by a reducer to a flexible 2-inch diameter hose for filling.

Each shipment shall be accompanied by a legible MSDS.

All material delivered is subject to inspection and analysis as delivered.

No visible flocculate or precipitate beyond specified limits are allowed. Material demonstrating these characteristics will be rejected.

Supplier shall cooperate with UDOT personnel in obtaining two 2-liter samples of each delivery from the delivery vehicle. Sampling from the storage tank is not acceptable.

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DELIVERY CONT:

Liquid anti-icing chemicals will be delivered FOB to the UDOT Maintenance Stations identified on the purchase order. Orders shall be consolidated and shipped to the requested delivery address as a unit. Delivery shall be between 7:00 am and 4:00 pm Monday through Thursday.

UDOT shall have the option to pickup at vendor's plant during normal working hours with a 48-hour advance notice. Delivery may be by vendor truck or common carrier. Supplier shall notify the Maintenance Station Supervisor 24-hours prior to delivery of any chemical anti-icing agent.

ESTIMATED QUANTITIES:

Item	Delivery Point	Quantity
Liquid Magnesium Chloride	All areas	5000 gal per area
Liquid Magnesium Chloride Corrosion Inhibited	All areas	5000 gal per area
Liquid Sodium Chloride	3 areas	5000 gal per area
Liquid Sodium Chloride	3 areas	10000 gal per area

INVOICE ADDRESSES:

Invoices shall be submitted directly to the Regional Office ordering the product:

Region One
169 North Wall Avenue
Ogden, Ut 84412
801-399-5921

Region Two
2010 South 2760 West
Salt Lake City, Ut 84104
801-975-4900

Region Three
825 North 900 West
Orem, Ut 84057
801-227-8000

Region Four
P O Box 700
Richfield, Ut 84701
435-393-4799 ext 733

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PENALTY ASSESSMENT:

Material delivered which does not comply with the specifications may be rejected or may be accepted for delivery with a penalty for non-compliance.

1. Principal Anti-Icing Chemical Deficiency - payment for the product will be reduced by a simple ratio of the actual percentage concentration (by weight) divided by the specified percentage concentration (by weight). Differences of less than one-half percent ($\frac{1}{2}$ %) will not be penalized. (i.e., if the specified product is required to be 25% Magnesium Chloride by weight and the actual delivered product is tested and found to be 24.5% by weight, the load will be considered acceptable).
2. Chemical Additive Deficiency - payment for the product will be reduced by a simple ratio of the actual percentage concentration (by weight) divided by the specified percentage concentration (by weight). Differences of less than one-half percent ($\frac{1}{2}$ %) will not be penalized.
3. Chemical Contaminants - if any of the chemical constituents listed in the specifications are found in the delivered product in quantities in excess of the specified parts per million (PPM), payment for the delivery shall be reduced by twenty-five percent (25%).

TESTING:

A sample will be taken from every delivery to UDOT, one-half ($\frac{1}{2}$) of the sample will be tested by UDOT, if the results indicate non-compliance, the supplier shall be notified in writing of the deficiency. The supplier may take the other one-half ($\frac{1}{2}$) of the sample to an independent laboratory acceptable to UDOT for testing. Supplier shall handle arrangements and payment for services. If test results from the independent laboratory differ from UDOT's, a report shall be submitted to UDOT at the address shown below:

Utah Department of Transportation
Maintenance Planning Division (Attn: Methods Engineer)
4501 South 2700 West Box 148250
Salt Lake City, Ut 84114-8250

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TESTING CONT:

If there is a discrepancy in the test results UDOT will notify the supplier in writing of adjustments.

CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE:

No manufacturer or supplier may bid a corrosion inhibited chemical product unless qualified by successfully completing the National Association of Corrosion Engineers (NACE) Standard TM-01-69 (1976 rev.) as modified by PNS for chemical product testing. The modified NACE Standard TM-01-69 (1976 rev.) requires the use of 30 milliliters of 3% solution per square inch of coupon surface for corrosion testing.

Supplier of any product delivered and/or applied that is found to be contaminated and is cause for environmental concerns shall be responsible for all cleanup expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside.

Suppliers shall be liable, as determined by the purchaser for causing any unanticipated extraordinary damages to equipment used in the storage or distribution of the chemical products.

UDOT has the right to accept or reject products based on materials used to product the product. These materials will be accessed for the potential of causing a decrease in the public safety. The right to accept or reject a product based on composition rests solely with UDOT.

Each bidder submitting a sample will be notified whether the sample passes or fails to meet the specifications, copies of the complete lab reports will be available upon request.

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CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE CONT:

The following data shall be submitted at the time the bid is submitted:

Corrosion test data obtained according to NACE Standard TM-01-69 (1976 rev.) as modified by PNS.

pH - the pH of submitted liquid chemical products shall be within the specified limits as designated in the appropriate categories.

Analytical results of all constituents for which limits have been set by the specifications

Specific gravity chart with correlating weight percentage and freeze point information presented in 1% increments beginning with a 5% solution. The chart must contain information up to, including, and exceeding, by 5% (or the solubility limits of the product) the concentration being submitted for evaluations.

Physical specifications including detailed information on the corrosion inhibitor used in the product and minimum concentration of the corrosion inhibitor **MUST** be included with the bid document. Information must be sufficient in detail to address all specification requirements per contract terms. Failure to provide sufficient detail to address all specification requirements may result in bid disqualification. Proprietary information must be included and will be held confidential.

Information on the minimum corrosion control inhibitor concentration percentages and appropriate laboratory procedures for verifying concentrations must be included with the bid response per contract terms. Proprietary information must be included and will be held confidential.

Bids must be accompanied with the most recent detailed product specification sheet, and MSDS sheet. All documents must be clearly legible.

In addition to the General Guidelines and Specifications, the following requirements also apply to liquid magnesium chloride products.

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CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE CONT:

Product must contain no less than 25% magnesium chloride as determined by Atomic Absorption Spectrophotometry as described in "Standards Methods for the Examination of Water and Waste Water", APHA-AWWA-WPCF.

Weight per gallon will be established according to the specific gravity and percentage of magnesium chloride contained in the product bid as indicated by the bidder. Specific Gravity shall be determined by ASTM D 1429 Test Method A - Pycnometer at $20^{\circ}\text{C} \pm 1^{\circ}\text{C}$.

Product will contain the corrosion control inhibitor in quantities not less than those indicated by bidder. The finished de-icing product, corrosion inhibitors, must be completely accomplished at the original manufacturing plant location. Post adding of corrosion inhibitors or any other ingredients and splash mixing is unacceptable after the product has left the original manufacturing plant.

The pH must be 6.0 - 9.0 as determined by ASTM D 1293 except a dilution shall be made of 1 part chemical product to 4 parts distilled water before attempting a reading.

This chemical product shall not contain greater than 1.0% (V/V) Total Settleable Solids and shall have 99% of the solids passing through a number 10 sieve after being stored at $-17.8^{\circ}\text{C} \pm 1^{\circ}\text{C}$ for 168 hours.

LIQUID SODIUM CHLORIDE:

In addition to the General Guidelines and Specifications, the following requirements also apply to liquid sodium chloride.

Product must contain no less than 22% sodium chloride as determined by Atomic Absorption Spectrophotometry as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WPCF.

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LIQUID SODIUM CHLORIDE CONT:

Weight per gallon will be established according to the specific gravity and percentage of sodium chloride contained in the product bid as indicated by the bidder. Specific gravity shall be determined by ASTM D 1429 Test Method A - Pycnometer at $20^{\circ}\text{C} \pm 1^{\circ}\text{C}$.

The pH must be 6.0 - 10.0 as determined by ASTM D 1293 except a dilution shall be made of 1 part chemical product to 4 parts distilled water before attempting a reading.

This chemical product shall not contain greater than 1.0% (V/V) Total Settleable Solids and shall have 99% of the solids passing through a number 10 sieve after being stored at $-29^{\circ} \pm 1^{\circ}$ for 168 hours.

ATTACHMENT C: ITEMIZED PRICE LIST

DESCRIPTION	DELIVERY LOCATION	UNIT PRICE
1. Liquid Mag Chloride	1445 Wall Ave., Ogden	\$ <u>.203</u>
2. Liquid Mag Chloride	1555 E 700 S, Clearfield	\$ <u>.203</u>
3. Liquid Mag Chloride	990 E Hwy 39, Huntsville	\$ <u>.203</u>
4. Liquid Mag Chloride	605 E 100 N, Morgan	\$ <u>.203</u>
5. Liquid Mag Chloride	8769 W 12000 N, Bothwell	\$ <u>.240</u>
6. Liquid Mag Chloride	730 W 200 N, Logan	\$ <u>.245</u>
7. Liquid Mag Chloride	930 N 200 W, Richmond	\$ <u>.287</u>
8. Liquid Mag Chloride	SR91 MP 8.20, Sardine Summit	\$ <u>.259</u>
9. Liquid Mag Chloride	1950 S 400 W Salt Lake East	\$ <u>.203</u>
10. Liquid Mag Chloride	1839 W 1920 S Orem	\$ <u>.203</u>
11. Liquid Mag Chloride	1839 W 1250 S, Provo	\$ <u>.203</u>
12. Liquid Mag Chloride	Milepost 246 Hwy 6, Wellington	\$ <u>.270</u>
13. Liquid Mag Chloride	701 E Hwy 491 Monticello	\$ <u>.389</u>
14. Liquid Mag Chloride	424 Kane Creek Moab	\$ <u>.349</u>
15. Liquid Mag Chloride	SR94 MP .25 Thompson	\$ <u>.331</u>
16. Liquid Mag Chloride	350 N 400 E Emery	\$ <u>.322</u>
17. Liquid Mag Chloride	SR6 MP 217 Colton	\$ <u>.246</u>
18. Liquid Mag Chloride	1510 N Bullfrog Rd., Cedar City	\$ <u>.361</u>
19. Liquid Mag Chloride	SR 161 MP 1.1 Cove Fort	\$ <u>.307</u>
20. Liquid Mag Chloride	2220 S Industrial Rd., Richfield	\$ <u>.294</u>

ATTACHMENT C: ITEMIZED PRICE LIST

DESCRIPTION	DELIVERY LOCATION	UNIT PRICE
21. Liquid Mag Chloride	East Rt 491, Monticello	\$ <u>.389</u>
22. Liquid Mag Chloride	424 Kane Creek Rd, Moab	\$ <u>.349</u>
23. Liquid Mag Chloride	431 Hwy 94, Thompson	\$ <u>.331</u>
24. Liquid Mag Chloride	350 No 400 E, Emery	\$ <u>.322</u>
25. Liquid Mag Chloride	Hwy 6 MP 217, Colton	\$ <u>.246</u>

ATTACHMENT C: ITEMIZED PRICE LIST

DESCRIPTION	DELIVERY LOCATION	UNIT PRICE
26. Liquid Mag Chloride Corrosion Inhibited	1445 Wall Ave., Ogden	\$ <u>.247</u>
27. Liquid Mag Chloride Corrosion Inhibited	1555 E 700 S, Clearfield	\$ <u>.247</u>
28. Liquid Mag Chloride Corrosion Inhibited	990 E Hwy 39, Huntsville	\$ <u>.247</u>
29. Liquid Mag Chloride Corrosion Inhibited	605 E 100 N, Morgan	\$ <u>.247</u>
30. Liquid Mag Chloride Corrosion Inhibited	8769 W 12000 N, Bothwell	\$ <u>.284</u>
31. Liquid Mag Chloride Corrosion Inhibited	730 W 200 N, Logan	\$ <u>.289</u>
32. Liquid Mag Chloride Corrosion Inhibited	930 N 200 W, Richmond	\$ <u>.330</u>
33. Liquid Mag Chloride Corrosion Inhibited	SR91 MP 8.20, Sardine Summit	\$ <u>.302</u>
34. Liquid Mag Chloride Corrosion Inhibited	1950 S 400 W Salt Lake East	\$ <u>.247</u>
35. Liquid Mag Chloride Corrosion Inhibited	1839 W 1920 S Orem	\$ <u>.247</u>
36. Liquid Mag Chloride Corrosion Inhibited	1839 W 1250 S, Provo	\$ <u>.247</u>
37. Liquid Mag Chloride Corrosion Inhibited	Milepost 246 Hwy 6, Wellington	\$ <u>.313</u>
38. Liquid Mag Chloride Corrosion Inhibited	701 E Hwy 491 Monticello	\$ <u>.432</u>
39. Liquid Mag Chloride Corrosion Inhibited	424 Kane Creek Moab	\$ <u>.393</u>

ATTACHMENT C: ITEMIZED PRICE LIST

DESCRIPTION	DELIVERY LOCATION	UNIT PRICE
40. Liquid Mag Chloride Corrosion Inhibited	SR94 MP .25 Thompson	\$ <u>.374</u>
41. Liquid Mag Chloride Corrosion Inhibited	350 N 400 E Emery	\$ <u>.366</u>
42. Liquid Mag Chloride Corrosion Inhibited	SR6 MP 217 Colton	\$ <u>.289</u>
43. Liquid Mag Chloride Corrosion Inhibited	1510 N Bullfrog Rd., Cedar City	\$ <u>.404</u>
44. Liquid Mag Chloride Corrosion Inhibited	SR 161 MP 1.1 Cove Fort	\$ <u>.350</u>
45. Liquid Mag Chloride Corrosion Inhibited	2220 S Industrial Rd., Richfield	\$ <u>.338</u>
46. Liquid Mag Chloride Corrosion Inhibited	East Rt 491, Monticello	\$ <u>.432</u>
47. Liquid Mag Chloride Corrosion Inhibited	424 Kane Creek Rd, Moab	\$ <u>.393</u>
48. Liquid Mag Chloride Corrosion Inhibited	431 Hwy 94, Thompson	\$ <u>.374</u>
49. Liquid Mag Chloride Corrosion Inhibited	350 No 400 E, Emery	\$ <u>.366</u>
50. Liquid Mag Chloride Corrosion Inhibited	Hwy 6 MP 217, Colton	\$ <u>.289</u>

ATTACHMENT C: ITEMIZED PRICE LIST

DESCRIPTION	DELIVERY LOCATION	UNIT PRICE
51. Liquid Sodium Chloride	1445 Wall Ave., Ogden	\$ <u>.218</u>
52. Liquid Sodium Chloride	1555 E 700 S, Clearfield	\$ <u>.218</u>
53. Liquid Sodium Chloride	990 E Hwy 39, Huntsville	\$ <u>.218</u>
54. Liquid Sodium Chloride	605 E 100 N, Morgan	\$ <u>.213</u>
55. Liquid Sodium Chloride	8769 W 12000 N, Bothwell	\$ <u>.246</u>
56. Liquid Sodium Chloride	730 W 200 N, Logan	\$ <u>.250</u>
57. Liquid Sodium Chloride	930 N 200 W, Richmond	\$ <u>.259</u>
58. Liquid Sodium Chloride	SR91 MP 8.20, Sardine Summit	\$ <u>.263</u>
59. Liquid Sodium Chloride	1950 S 400 W Salt Lake East	\$ <u>.193</u>
60. Liquid Sodium Chloride	1839 W 1920 S Orem	\$ <u>.169</u>
61. Liquid Sodium Chloride	1839 W 1250 S, Provo	\$ <u>.168</u>
62. Liquid Sodium Chloride	Milepost 246 Hwy 6, Wellington	\$ <u>.215</u>
63. Liquid Sodium Chloride	701 E Hwy 491 Monticello	\$ <u>.241</u>
64. Liquid Sodium Chloride	424 Kane Creek Moab	\$ <u>.206</u>
65. Liquid Sodium Chloride	SR94 MP .25 Thompson	\$ <u>.189</u>
66. Liquid Sodium Chloride	350 N 400 E Emery	\$ <u>.215</u>
67. Liquid Sodium Chloride	SR6 MP 217 Colton	\$ <u>.215</u>
68. Liquid Sodium Chloride	1510 N Bullfrog Rd., Cedar City	\$ <u>.177</u>
69. Liquid Sodium Chloride	SR 161 MP 1.1 Cove Fort	\$ <u>.184</u>
70. Liquid Sodium Chloride	2220 S Industrial Rd., Richfield	\$ <u>.168</u>

ATTACHMENT C: ITEMIZED PRICE LIST

DESCRIPTION	DELIVERY LOCATION	UNIT PRICE
71. Liquid Sodium Chloride	East Rt 491, Monticello	\$ <u>.241</u>
72. Liquid Sodium Chloride	424 Kane Creek Rd, Moab	\$ <u>.206</u>
73. Liquid Sodium Chloride	431 Hwy 94, Thompson	\$ <u>.189</u>
74. Liquid Sodium Chloride	350 No 400 E, Emery	\$ <u>.215</u>
75. Liquid Sodium Chloride	Hwy 6 MP 217, Colton	\$ <u>.215</u>

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE:** This is a requirements contract to provide the State with liquid magnesium chloride, liquid magnesium chloride with corrosion inhibited and liquid sodium chloride for a period of three (3) years.
2. **CONTRACT ACCEPTANCE:** At the time the bid is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
3. **QUANTITY OR AMOUNT ESTIMATES:** Quantities have been estimated for bidding purposes and are not to be construed as a guarantee to purchase any service or specific amount.
4. **PRICING:** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for a period of three (3) years.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON PRICES OR SPECIFICATIONS SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

5. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
6. **INVOICING: THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.**

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoice.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

7. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for as a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate as a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.